

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF INFRASTRUCTURE

BILL OF QUANTITIES

FOR

PROPOSED PUBLIC ABLUTION BLOCKS

FOR

LAIKIPIA ASSEMBLY WARD OFFICES

IN

LAIKIPIA COUNTY

PREPARED BY

**D.K NGUKU
COUNTY QUANTITY SURVEYOR**

ISSUED BY

**K.N.KARANJA
AG. CHIEF OFFICER**

SEPTEMBER 2020

**CONSTRUCTION OF PUBLIC ABLUTION BLOCKS FOR LAIKIPIA ASSEMBLY
WARD OFFICES**

CONTENTS

PAGE

SECTION I - INVITATION TO TENDER	3
SECTION II - INSTRUCTIONS TO TENDERERS	3
SECTION III – CONDITIONS OF CONTRACT.....	10
APPENDIX TO CONDITIONS OF CONTRACT	20
SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES	23
I. SPECIFICATIONS	23
II. DRAWINGS	23
III. BILL OF QUANTITIES/SCHEDULE OF RATES	24
 PREAMBLE TO BILL OF QUANTITIES.....	25
SECTION V- STANDARD FORMS.....	45
FORM OF INVITATION FOR TENDERS	46
FORM OF TENDER.....	47
LETTER OF ACCEPTANCE	48
FORM OF AGREEMENT	49
FORM OF TENDER SECURITY.....	51
PERFORMANCE BANK GUARANTEE	52
PERFORMANCE BOND	53
BANK GUARANTEE FOR ADVANCE PAYMENT	55
QUALIFICATION INFORMATION	56
TENDER QUESTIONNAIRE	59
LETTER OF NOTIFICATION OF AWARD	

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>PAGE</u>
1. General	5
2. Tender Documents	5
3. Preparation of Tenders	6
4. Submission of Tenders	7
5. Tender Opening and Evaluation	7
6. Award of Contract	8
7. Corrupt and Fraudulent Practices	9

INSTRUCTIONS TO TENDERERS

1. General

- 1.1. The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2. Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- 1.3. The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4. The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5. The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6. The price to be charged for the tender document shall not exceed Kshs.1,000
- 1.7. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1. The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause here below:-
 - (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)

(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

- 2.2. The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3. A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4. Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1. All documents relating to the tender and any correspondence shall be in English Language.
- 3.2. The tender submitted by the Tenderer shall comprise the following:-
 - (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3. The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4. The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5. The unit rates and prices shall be in Kenya Shillings.
- 3.6. Tenders shall remain valid for a period of one hundred and twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the

Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

- 3.7. The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8. The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9. Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than seven (7) days prior to the deadline for submission of tenders.
- 3.10. The procuring entity shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1. The tender duly filled and sealed in an envelope shall;-
 - (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2. Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3. The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4. Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5. The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1. The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2. The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4. As per the provisions of the Public Procurement and Asset Disposal Act, 2015 (Section 82) *'The tender sum as submitted and read out during the tender opening shall be **absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity**'.*
- 5.5. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7. Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9. Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10. To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11. The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1. The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

- 6.2. Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3. The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4. Subject to the regulations, a successful tenderer shall submit a performance security equivalent to not more than ten (10) per cent of the contract amount before signing of the contract.
- 6.5. The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within the period specified in the notification but not before fourteen (14) days have elapsed following the giving of that notification provided that a contract shall be signed within the tender validity period. No contract is formed between the person submitting the successful tender and the accounting officer of a procuring entity until the written contract is signed by the parties.
- 6.6. The parties to the contract shall have it signed on or soon after fourteen (14) days from the date of notification of contract award unless there is an administrative review request.
- 6.7. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1. The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will engage in corrupt and fraudulent practices; and a declaration that the person or his or her sub-contractors are not debarred from participating in procurement proceedings in Kenya.
- 7.2. The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3. Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

EVALUATION CRITERIA

PRELIMINARY EVALUATION

Interested Bidders must attach the following (MANDATORY REQUIREMENTS)

1. Duly Filled Form of Tender
2. Confidential Business Questionnaire
3. **Certified** Certificate of Registration/Incorporation
4. Valid and **certified Copy** of VAT/PIN certificate from KRA
5. Valid **and certified Tax Compliance** Certificate
6. **Certified** Copy of CR12 for last six months showing the list of directors
7. Current Single Business Permit issued by the COUNTY GOVERNMENT OF LAIKIPIA or any other County Government
8. **Certified** NCA 5 in building works category and above Registration Certificate and valid practicing licence
9. Tender should be accompanied by a bid bond of **ksh 500,0000** from established approved insurance company/Bank which must remain valid for a period of at least 120 days from the date of the opening of the Tender.
10. All pages of the tender documents to be serialized

TECHNICAL EVALUATION

1. Confidential Business Questionnaire (duly filled, 2.5 points; and duly signed 2.5 points) – **5 points**
2. Form of Tender (duly filled, 2.5 points; duly signed and stamped, 2.5 points) – **5 points**
3. Sanctity of the Tender Documents (Bound, 2.5 points; Without corrections, 2.5 points) – **5 points**
4. Audited financial accounts for the last three (3) years(**2019,2018,and 2017**) (5 points for each year provided) – **15 points**
5. List of works of similar nature (**building works**)_spanning up to the last three years (5 points for a purchase order, service order, or a duly executed contract; 5 points for a certificate of completion or any other valid evidence of the completion; giving a total of 10 points for each works duly awarded and completed) – **Maximum of 30 points** for up to three construction works previously done.

6. List of Personnel and their qualifications (Qualified site agent with at least a diploma in construction, 10 points; at least one Foreman with Trade Test in construction related areas, 5 points) – **Maximum of 15 points**
7. NCA 5 and valid practicing licence and above (**10 points**)
8. Local Preference as evidenced by the location of the business as per the provided Single Business Permit (Laikipia – **10 points**; Other Counties – **5 points**; No Single Business Permit – **no point**)
9. Litigation History (Sworn Affidavit Provided,,signed and stamped - **5 points**; Not provided **no point**) Tenderers who shall have Technical Evaluation (TE) score of 70 points and above shall qualify for the financial evaluation.

SECTION III – CONDITIONS OF CONTRACT

Table of Clauses	Page
1. DEFINITIONS.....	11
2. CONTRACT DOCUMENTS.....	12
3. EMPLOYER’S REPRESENTATIVE’S DECISIONS.....	12
4. WORKS, LANGUAGE AND LAW OF CONTRACT.....	12
5. SAFETY, TEMPORARY WORKS AND DISCOVERIES.....	13
6. WORK PROGRAM AND SUB-CONTRACTING.....	13
7. THE SITE.....	13
8. INSTRUCTIONS.....	13
9. EXTENSION OF COMPLETION DATE.....	13
10. MANAGEMENT MEETINGS.....	14
11. DEFECTS.....	14
12. BILLS OF QUANTITIES/SCHEDULE OF RATES.....	15
13. VARIATIONS.....	15
14. PAYMENT CERTIFICATES AND FINAL ACCOUNT	15
15. INSURANCES	16
16. LIQUIDATED DAMAGES.....	17
17. COMPLETION AND TAKING OVER.....	17
18. TERMINATION.....	17
19. PAYMENT UPON TERMINATION.....	17
20. CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	18
21. SETTLEMENT OF DISPUTES.....	18
22. APPENDIX TO CONDITIONS OF CONTRACT	19

CONDITIONS OF CONTRACT

1. Definitions

- 1.1. In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“**the Act**” whenever used in this contract means the Public Procurement and Asset Disposal Act of 2015.

“**Bills of Quantities**” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“**Schedule of Rates**” means the priced Schedule of Rates forming part of the tender [where applicable].

“**The Completion Date**” means the date of completion of the Works as certified by the Employer’s Representative.

“**The Contract**” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“**The Contractor**” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“**The Contractor’s Tender**” is the completed tendering document submitted by the Contractor to the Employer.

“**The Contract Price**” is the price stated in the Letter of Acceptance.

“**Days**” are calendar days; “**Months**” are calendar months.

“**A Defect**” is any part of the Works not completed in accordance with the Contract.

“**The Defects Liability Certificate**” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes National or County Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1. The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,

(7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer's Representative's Decisions

- 3.1. Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1. The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2. The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1. The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2. The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3. Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6. Work Program and Sub-contracting

- 6.1. Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2. The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7. The site

- 7.1. The Employer shall give possession of all parts of the Site to the Contractor.

- 7.2. The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8. Instructions

- 8.1. The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9. Extension of Completion Date

- 9.1. The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

- 9.2. For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10. Management Meetings

10.1. A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2. Communication between parties shall be effective only when in writing.

11. Defects

11.1. The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2. The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12. Bills of Quantities/Schedule of Rates

12.1. The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2. Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

13.1. The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall

assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

- 13.2. If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3. If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14. Payment Certificates and Final Account

- 14.1. The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- | | |
|--|-----|
| i. Advance payment _____ | N/A |
| ii. First stage (at least 30% of works done) _____ | N/A |
| iii. Second stage (at least 60% of works done) _____ | N/A |
| iv. Third stage (at least 90% of works done) _____ | N/A |
| v. In any of the above circumstances, and where applicable and approved, the Employer shall accept a maximum of one (1) partial payment request from the Contractor during the entire duration of the contract. | |
- 14.2. Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3. The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

- 14.4. If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

- 15.1. The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1. The Contractor shall pay liquidated damages to the Employer at the rate twenty cent of the Contract price per week for each each that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1. Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
 - (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

- 18.2. If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

- 19.1. The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2. The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3. Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

- 20.1. The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
 - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applyin

21.2. APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **COUNTY ASSEMBLY OF LAIKIPIA**

Address: **P.O BOX487-10400 NANYUKI**

Name of Employer's Representative:

Chief Officer, Department of Infrastructure; or a representative designated by him/her in writing, and copied to both the contractor and the employer. The Employer's Representative shall be the PROJECT MANAGER.

The name (and identification number) of the Contract **CONSTRUCTION OF THE PROPOSED PUBLIC ABLUTION BLOCKS FOR LAIKIPIA ASSEMBLY WARD OFFICES**

The Works consist of:

- (a) Preliminary works
- (b) Builder's works
- (c) Electrical works

The Start Date shall be **AS PER CONTRACT DOCUMENT.**

The Intended Completion Date for the whole of the Works shall be **12 WEEKS AFTER SIGNING OF CONTRACT.**

The Site Possession Date shall be **AS SIGNED IN THE CONTRACT**

The Site is located at **the Named ward office centres**

The Defects Liability Period is: **180 days (6months).** During this period the employer shall retain 10% of the total tender sum. The contractor shall be required to make good any defects that arise due to poor workmanship of the contractor or manufacturers defect. The employer shall reserve the right to remedy the defects and charge the contractor.

The name and Address of the Employer for the purposes of submission of tenders is:

The Clerk, County assembly of Laikipa P.O Box 487– 10400, Nanyuki.

The tender opening date and time is ---

RESERVED AMOUNT

The amount Reserved for this particular Work approximately -----

TENDER SECURITY

Tender Security is an amount not exceeding of 2% of Contract Price). In this case, the amount shall be fixed at --- **(Not applicable for Youth, Women and People with Disability).**

Ward ablutions/20

PERFORMANCE SECURITY

The amount of the Performance Security is stated in law (Public Procurement and Asset Disposal Act, 2015) as an absolute amount not exceeding 10% of the Contract Price.

It shall be **KSh ----** bank guarantee from a reputable local bank and, as per the applicable law, must be provided before the signing of the Contract.

If the contractor chooses to utilise a performance bond from an insurance company then it shall be up to 30% of the Contract Price; and in this case shall be fixed at a value of **KSh ----**

In case the contract is not fully or well executed, the performance security shall unconditionally be fully seized by the procuring entity as compensation without prejudice to other penalties provided for by the Act.

The Performance Securities may be waived or fixed at not more than one per cent of the contract price reserved for the works reserved for women, youth, persons with disabilities and other disadvantaged groups,.

LABOUR

Unskilled labor shall be sourced from the locality of the project.

At least 30% of the labor force shall comprise of youth, women and persons living with disability.

MATERIALS;

The contractor is encouraged to use as much local available material as possible without compromising quality. All materials delivered to site will be deemed to be the property of the employer and permission will be required from the employer before their removal from site.

SECURITY;

Security of the materials on site will remain the responsibility of the contractor until the project is completed, tested, commissioned and handed over. All insurance costs shall be borne by the contractor and any loss of materials shall be replaced by the contractor.

INSURANCE;

The tenderer shall ensure a workman compensation insurance policy is in place before commencement of work.

CONCRETE;

All reinforced concrete shall be vibrated.

Supply and Install.

It shall be assumed that all materials supplied shall be installed and used to construct the specified infrastructure to working condition. The contractor shall be deemed to have completed the contract works when they provide a “Working System”.

Where Sub-contract agreements exist, they shall be declared and shall form part of the contract.

The County Government shall be the arbitrator in the event of any disputes between the Contractor and the Sub-Contractor and the decision of the arbitrator shall be final. The arbitrator can direct payments be made directly to sub-contractors, if need be.

Before commencement of work the contractor shall **submit work plans** for the project to be approved by the department before taking over the site.

The site shall be handed over to the contractor within one week of signing the Contract Agreement. The Contractor shall complete the project within the contract period. Any delay in completion shall attract the employer to charge for **Liquidated Damages**.

The penalties shall be charged at KSh 5,000 per day (contracts up to Kes.5 Million), KSh 10,000 per day (contracts 5M-10M) KSh 20,000 per day (Contracts above 10M)

Upon Completion of work the contractor shall **prepare and submit “as built” drawings** at the contractor’s cost that indicate the layout of the final installation.

SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

I. SPECIFICATIONS

Notes for preparing Specifications

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in design and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

II. DRAWINGS

NOTE:

1. A list of the Contract Drawings should be inserted here.
 - a. The drawings include:
 - i. Floor Plan
 - ii. Elevations
 - iii. Section view, and
 - iv. Perspective view
2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

III. BILL OF QUANTITIES/SCHEDULE OF RATES

Notes for preparing Bills of Quantities

The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible

Notes for preparing Schedule of Rates

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;

- (a) to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

In order to attain these objectives, Works should be itemized in the Schedule of Rates in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of Schedule of Rates should be as simple and brief as possible. Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage] and the final valuation.

PREAMBLE TO BILL OF QUANTITIES

1. These bills of quantities shall form part of the contract documents and are to be read in conjunction with the instruction to bidders' general, special conditions of contract, technical specifications, technical drawings and other contract documents.
2. There is no guarantee to the contractor that he will be required to carry out the quantities of work indicated under any particular item or group of items in the bills of quantities, though on the contract as a whole the quantities are believed to represent the overall value of the work to be carried out.
3. The prices and rates inserted in the bills of quantities will be used for valuing the work executed and the engineer will measure the whole of the works in accordance with the contract.
4. The quantities in the bill of quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the engineer and valued at the rates and prices bid in the priced bill of quantities, where applicable, and otherwise at such rates as the engineer may fix within the terms of the contract.
5. The rates in the bill of quantities shall include all contractual plant, labour, supervision, materials erection, maintenance, insurance, profit, taxes and duties, together with all general risks liabilities, and obligations set out or implied in the contract.
6. A rate or price shall be entered against each item in the priced bill of quantities whether quantities are stated or not. The cost of items which the contractor has failed to enter a rate or price shall be deemed to be covered by the other rates and prices entered in the bill of quantities.
7. The whole cost of complying with the provisions of the contract shall be included in the items provided in the bill of quantities, and where items are not provided, the cost shall be deemed to be distributed among the rates and prices entered in the related items of work.
8. Provisional sums included and so designated in the bill of quantities shall be expended in whole or in part at the direction and discretion of the engineer.
9. The method of measurement of completed work for payment shall be in accordance with the standard method of measurement of civil works.

BILLS OF QUANTITIES

COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF INFRASTRUCTURE

**BILL OF QUANTITIES FOR THE CONSTRUCTION OF PUBLIC ABLUTION BLOCKS
FOR LAIKIPIA ASSEMBLY WARD OFFICES**

Supplied as part of the contract for: **The Proposed construction as above**

PREPARED AND ISSUED BY:-

**The Chief Officer,
Department of infrastructure,
P. O. Box 1271-10400
NANYUKI**

The contract for the above mentioned works entered into on theday of
..... **2020** .by the undersigned parties, refers to these Bills of
Quantities consisting of these pages as numbered from page (i),the Ministry of Works general
specification dated 1976, (together with any amendments thereto issued since the date of
publication) which shall be read and construed as part of the said contract.

.....
(CONTRACTOR)

.....
THE CLERK

COUNTY ASSEMBLY OF LAIKIPIA

Date:

Date:

SPECIAL NOTES

The contractor is required to check the pages of these Bills of Quantities together with all collections and summaries and should he find any missing or should the contractor be in doubt of the precise meaning of any items of figures, for any reason whatsoever, he must inform the assigned **PROJECT MANAGER** in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted or claim allowed in respect of errors in the contractors tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

The Bills of Quantities, the General Specifications and Drawings shall be read and construed together and wherever descriptions in the Bills of Quantities do not agree with descriptions in the General Specifications and Drawings then the Bills of Quantities shall override the others and whenever the Drawings do not agree with General Specifications the Drawings shall override the General Specifications.

In the event of any discrepancies arising between the Bills of Quantities and actual works the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the **PROJECT MANAGER** in accordance with Clause 22 of the conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

ITEM	DESCRIPTION	KSHS
A	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items. In the event that an item is not priced the cost is deemed to be included in the measured works/Bills of Quantities.</p> <p>This is a FULL contract and the prices inserted against the various items shall be for all expenses required for the proper execution of the works.</p>	
B	<p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract involves construction of public ablution blocks for ward offices as described. This includes but is not limited to all associated builders works, Electrical as may be instructed.</p>	
C	<p>MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p>	
D	<p>LOCATION OF SITE</p> <p>The site for the proposed works is at the named ward office centres. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p>	
	<i>Carried to collection</i>	

<p>A</p> <p>B</p> <p>C</p>	<p>TENDER VALIDITY PERIOD Clause 3.6 of the Instructions to Tenderers has been amended to read; Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening, and not Ninety (90) days.</p> <p>All Tenderers are advised to note this amendment when filling the Form of Tender</p> <p>TENDER SECURITY (N/A) Bid bond/Tender security, which must be from an established bank or insurance company, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening i.e. Thirty (30) days beyond the Tender Validity Period.</p> <p>DEMOLITIONS AND ALTERATIONS The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any loss or damage made good to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
<p>D</p>	<p>CLEARING AWAY</p>	
	<p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p>	
	<p><i>Carried to collection</i></p>	

A	CLEARING AWAY CTD... The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
B	CLAIMS It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.	
C	PAYMENTS The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
D	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
E	WORKING CONDITIONS The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the station will be operating as usual during the course of the contract.	
F	SIGNBOARD Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	<i>Carried to collection</i>	

A	<p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>	
B	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the Government of Kenya.</p>	
C	<p>PRICING RATES</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>	
D	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>	
E	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p>	
F	<p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>	
G	<p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>	
	<i>Carried to collection</i>	

A	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.</p> <p>The ‘PROJECT MANAGER’ shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the ‘PROJECT MANAGER’ shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.</p>	
B	<p>PERFORMANCE BOND</p> <p>A bond of 5 % of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer’s. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>	
C	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer’s Page STD/8</p>	
D	<p>DELIVERY OF TENDER</p>	
	<p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the invitation to tender.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the invitation to tender. Tenders delivered/received later than the above time will not be opened.</p>	
	<i>Carried to collection</i>	

A	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB:V.A.T. shall not be included in the rates but shall be given as a percentage in the grand summary page.</p>	
	<i>Carried to collection</i>	

A	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	
	<p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement; 3 Months From Practical Completion</p> <p>Defects Liability Period; 6 Months from Practical Completion</p> <p>Date for Possession; To be agreed with the Project Manager</p> <p>Date for Completion; 12 Weeks from date of Possession</p> <p>Liquidated and Ascertained damages; At the rate of Kshs 20,000 per week or part thereof</p> <p>Prime cost sums for which The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 30 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund 10%</p>	
	<i>Carried to collection</i>	
	<p><u>COLLECTION</u></p> <p>Brought forward from page 27</p> <p>Brought forward from page 28</p> <p>Brought forward from page 29</p> <p>Brought forward from page 30</p> <p>Brought forward from page 31</p> <p>Brought forward from page 32</p> <p>Brought forward from above</p>	
	TOTAL FOR PARTICULAR PRELIMINARIES TO GRAND SUMMARY	

	GENERAL PRELIMINARIES	
A	PRICING ITEMS OF PRELIMINARIES AND PREAMBLES	
	Prices will be inserted against items of Preliminaries in the Contractor's priced B Quantities and Specification.	
	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. Value Added Tax (V.A.T.) shall not be included in the individual prices but shall be given as a percentage in the grand summary page.	
B	ABBREVIATIONS	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.	
	C.M. Shall mean cubic metre	
	S.M. Shall mean square metre	
	L.M. Shall mean linear metre	
	MM Shall mean Millimetre	
	Kg. Shall mean Kilogramme	
	No. Shall mean Number	
	Prs. Shall mean Pairs	
	B.S. - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.	
	Ditto - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.	
	m.s. Shall mean measured separately.	
	a.b.d Shall mean as before described.	
C	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	
	Attendance ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-	
	Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractors' work and being responsible for the accuracy of the same.	
	Fix Only:-	
	"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.	
	Total to collection	

A	FORM OF CONTRACT	
	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein	
	The Conditions of Contract are also included herein	
	Conditions of Contract	
	These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.	
	Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
B	BOND.	
	The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the county Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
C	PLANT, TOOLS AND VEHICLES	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except insofar as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
D	TRANSPORT.	
	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
E	MATERIALS AND WORKMANSHIP.	
	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
F	SIGN FOR MATERIALS SUPPLIED.	
	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
	Total to collection	

A	STORAGE OF MATERIALS	
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
B	SAMPLES	
	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.	
	The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
C	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.	
	The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
D	SECURITY OF WORKS ETC.	
	The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
	Total to collection	

A	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
B	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
C	VISIT SITE AND EXAMINE DRAWINGS.	
	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
D	ACCESS TO SITE AND TEMPORARY ROADS.	
	Means of access to the site shall be agreed with the PROJECT MANAGER prior to commencement of the work and contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including provision of temporary culverts, crossings, bridges, or any other means of gaining access to the site. Upon completion of the works, the contractor shall remove such temporary access roads, culverts, bridges, etc. and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.	
E	AREA TO BE OCCUPIED BY THE CONTRACTOR	
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
F	OFFICE ETC. FOR THE PROJECT MANAGER	
	The contractor shall provide, erect and maintain where directed on site and afterwards dismantle a site office of the type noted in the particular preliminaries or as directed by the PROJECT MANAGER, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the contractor is permitted to commence the works. The contractor shall make available on the site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
	Total to collection	

<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p> <p>F</p>	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p> <p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p> <p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p> <p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
	<p style="text-align: right;">Total to collection</p>	

<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p> <p>F</p>	<p>ADJUSTMENT OF P.C. SUMS. In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"</p> <p>ADJUSTMENT OF P.C. SUMS. Ctd..... Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p> <p>ADJUSTMENT OF PROVISIONAL SUMS. In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p> <p>DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC. The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	Total to collection	

A	<p>INSURANCE</p> <p>The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
B	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
C	<p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
D	<p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
E	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
	Total to collection	

A	<p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
B	<p>REMOVAL OF RUBBISH ETC.</p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
C	<p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
D	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
E	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
F	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
G	<p>HOARDING</p> <p>The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
	Total to collection	

A	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p> <p><u>NEMA LICENSE</u></p>	
B	<p>Allow for ENVIRONMENTAL IMPACT ASSESSMENT to be paid to the consultant</p>	
	Total to collection	
	<p style="text-align: center;"><u>COLLECTION</u></p> <p style="text-align: center;">Brought forward from page 34</p> <p style="text-align: center;">Brought forward from page 35</p> <p style="text-align: center;">Brought forward from page 36</p> <p style="text-align: center;">Brought forward from page 37</p> <p style="text-align: center;">Brought forward from page 38</p> <p style="text-align: center;">Brought forward from page 39</p> <p style="text-align: center;">Brought forward from page 40</p> <p style="text-align: center;">Brought forward from page 41</p> <p style="text-align: center;">Brought forward from 42</p> <p style="text-align: center;">Brought forward from above</p>	
	TOTAL FOR GENERAL PRELIMINARIES TO GRAND SUMMARY	

SECTION V- STANDARD FORMS

List of Standard Forms

- i. Form of Invitation for Tenders**
- ii. Form of Tender
- iii. Letter of Acceptance**
- iv. Form of Agreement**
- v. Form of Tender Security**
- vi. Performance Bank Guarantee**
- vii. Performance Bond
- viii. Bank Guarantee for Advance Payment**
- ix. Qualification Information
- x. Tender Questionnaire
- xi. Confidential Business Questionnaire
- xii. Details of Sub-Contractors
- xiii. Request for Review Form**

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]

_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

TO: _____ *[Name of Employer]* _____ *[Date]*

_____ *[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of KShs. _____ *[Amount in figures]* Kenya Shillings _____ *[Amount in words]*
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works accomplished in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of

_____ *[Name of Tenderer]* of

_____ *[Address of Tenderer]*

Witness; Name _____

Address _____

Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____
[name of the Contract and identification number, as given in the Tender documents]

for the Contract Price of Kshs. _____ [amount in figures][Kenya

Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is
situated at] _____

(hereinafter called “the Employer”) of the one part AND

_____ of [or whose registered office
is situated at] _____

(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ *(name and identification number of Contract)* (hereinafter called “the Works”) located
at _____ *[Place/location of the Works]* and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of such Works and
the remedying of any defects therein for the Contract Price of Kshs _____
[Amount in figures], Kenya Shillings _____
[Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of [i] Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer”) has submitted his tender dated for the construction of

.....

..... (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto (hereinafter called “the Employer”) in the sum of KShs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer) _____ (Date)

_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____

as Principal (hereinafter called “the Contractor”) and _____

_____ of [or whose registered office is situated at]

as Surety (hereinafter called “the Surety”), are held and firmly bound unto

_____ of [or whose registered office is situated at]

as Obligee (hereinafter called “the Employer”) in the amount of

Kshs. _____ [*amount of Bond in figures*] Kenya Shillings

[*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of

[*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less

the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____

SIGNED ON _____

On behalf of _____
[name of Contractor]

On behalf of _____
[name of Surety]

By _____

By _____

In the capacity of _____

In the capacity of _____

In the presence of; Name _____

In the presence of; Name _____

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)

_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the abovementioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with

_____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of KShs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
 Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of Completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
(etc.)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
(etc.)			

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

- 1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

- 2.0 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Telex of tenderer;
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General:

Business Name
 Location of business premises
 Plot No Street/Road.....
 Postal Address Tel. No email.....
 Nature of Business
 Current Trade License No. Expiring Date
 Maximum value of business which you can handle at any one time: K£

Name of your bankers Branch.....
 Are you an agent of the Kenya National Trading Corporation? YES/NO.

Part 2 (a) – Sole Proprietors:

Your name in full Age
 Nationality Country of origin
 *Citizenship details.....

Part 2 (b) – Partnership:

Give details of partners as follows:

Name Nationality Citizenship Details Shares

1.
2.
3.
4.
5.

Part 2 (c) – Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal K£

Issued K£

Give details of all directors as follows:

Name Nationality Citizenship Details Shares

1.
2.
3.
4.
5.

Date Signature of Tenderer

*If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor
and address of head office:

.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:

.....

.....

(2) Portion of Works to sublet:

(i) Full name of sub-contractor
and address of head office:

.....

.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:

.....

[Signature of Tenderer)

Date

PREAMBLES AND PRINCING NOTES

GENERALLY

All work is to be carried out in accordance with the ministry of public works.

General specification issued in 1976 as qualified or amended below.

The contractor shall maintain a copy in the PROJECT MANAGER'S office at all times.

MANUFACTURERS NAME and catalogue references are given as a guide to quality only

Alternative manufacture of equal quality will be accepted at the discretion of the **PROJECT MANAGER**

EXCAVATION

Prices are to include for excavating in all materials met with except rock as specified.

Prices are also to include for planking and strutting and for destroying all white ants in

the vicinity of the buildings.

CONCRETE WORK

All concrete work will conform to the "concrete specification for building in 1974"

issued by the structural department of ministry of roads and public works. All reinforced

concrete to be class 20 of the above specification and to be guaranteed strength as described.

Cover to Reinforcement:- unless other wise specified on the drawings cover to be

Foundations	50mm
Columns	40mm
Beams	25mm
Slabs	50mm

Test cubes: allowance must be included in the tender for the preparation of concrete test cubes as required by the **PROJECT MANAGER**.

Precast concrete works:- prices are to included for handling reinforcement and for
Ward ablutions/62

bedding in cement mortar; concrete will be class 20.

WALLING

Concrete blocks:- all concrete walling blocks are to be described in the ministry of roads

and public works standard specification for metric concrete blocks issued in September

1972 blocks shall be type B, Medium Density and solid blocks shall have a density of not less than 100kgm³.

Wall reinforced shall be hoop iron one layer per 90mm thickness and placed in bed joint of alternate courses.

Samples:- prices are to include for packing and sending samples blocks to approved testing laboratories

ROOFING

All roof materials shall be as specified in the bill of quantities and laid in accordance with

the Manufacturer's instructions.

CARPENTRY AND JOINERY

Cypress: the grading rules for cypress shall be the same as those for podocarpus.

Laminated plastic sheeting:- shall be fixed with and approved waterproof adhesive.

Prices of joinery:- shall include for pencil rounded arises ;for protection against damage

and for bedding frames and cills in cement mortar.

Plugged :- shall mean drilling walling or concrete with masonry drill and filling with

proprietary plugs of the correct size: cutting with hammer and chisel will not be permitted.

IRONMONGER.

Shall be as specified in the bills of quantities ,or equal and approved. Prices must include

for removing and refining during and after painting ,for labelling all keys and for mixing with matching screws.

METAL WORK

Structural steelwork:- shall comply with ministry public of works structural steel specification

1973.

Generally: all steelwork shall be cleaned free from rust and primed one coat of red lead

primer before being delivered to the site .

Prices for metal windows :- are to include for assembling parts, bedding and pointing in

mastic building in fixing lugs, and plugging as necessary.

PLASTER WORK AND OTHER FINISHES

Generally:- all plaster work and paving as described in the general specification and in these Bill of Quantities

Terrazzo paving:- shall be as described for granolithic paving but using marble chipping and colour cement.

Paving :- prices are to include for brushing concrete clean, wetting and coating with

cement and sand grout 1:1

Tyrolean rendering shall be in two coats :- the first coat 10mm thick in gauged cement

mortar 1:4 (with 10% lime added to the cement) applied with a trowel and the second

coat in cement and sand 1:4 applied with tyrolean spraying machine in three layers to a total

thickness between 5 and 10mm

GLAZING

Polished Plate Glass:- shall be generally grazing quality

Prime Rebates:- prices are to include for priming rebates before placing putty.

Broken or Scratched Glass:- the contractor will be responsible at his own cost for

replacing any broken or scratched glass and handing over in perfect conditi

PAINTING

Generally:- Note that the general contractor is to provide scaffolding for all trades

including painting

Paint Category :-shall be category “A” ministry of public works approved list and applied

in accordance with manufacturer’s instructions.

Prices :- prices are to include for all preparatory work priming coats and for protecting

other works and for cleaning up on completion prices for painting on galvanized metal

are to include for mordant solution as necessary.

PLUMBING

Generally;- all work shall be executed by an approved sub-contractor and in accordance with the general specification.

Description;- the sizes given are the internal diameter. The words pipe and tube are

synonymous.

Prices of pipes;- are to include for assembling and jointing parts plugging as necessary

and all joints to services and wastes or soil pipes.

DRAINAGE

All work to be executed by approved sub-contractors and in accordance with general specification.

ROADS AND CAR PARKS

All work must be supervised by an experienced roads engineer or foreman.

EXTERNAL WORKS

Prices of excavation are to include for keeping excavations dry for supporting sides.

ITEM	DESCRIPTION	QTY	UNIT		
	<u>PROPOSED PUBLIC ABLUTION BLOC FOR LAIKIPIA ASSEMBLY .WARD OFFICES</u> <u>ELEMENT NO. 1</u> <u>SUBSTRUCTURES (ALL PROVISIONAL)</u> <u>Site clearance</u> A Clear the site off grass, shrubs and all vegetation; cart away as directed 49 sm B Excavate vegetable soil average 200mm deep and cart away as directed 49 sm <u>Excavation</u> C Excavate oversite to reduce levels commencing from stripped level average 300mm deep and spread on site av. 10 meters away 15 cm D Excavate for strip foundation starting from reduced level not exceeding 1.50 meters deep and cart away as directed 16 cm E Ditto for pit; 1.50 - 3.00 meter deep and cart away 6 cm F Ditto; 3.00 - 4.50 meter deep 9 cm G Extra over excavation for excavating in rock. 2 cm H Return, fill-in and rum selected excavated material 6 cm I Remove and cart away from site surplus excavated material as directed 10 cm <u>Diposal of water</u> J Keeping all excavations free from all water including spring or running water Item <u>Planking and strutting</u> K Uphold the sides of all excavations Item M 300mm thick hardcore 22 sm				
	<i>Carried to collection</i>				

A	50mm thick murram blinding to surfaces of fill <u>Antitermite treatment</u>	22	sm		
B	Premise 200 SC' or other equal and approved anti-termite insecticide treatment with ten years guarantee, applied strictly in accordance with manufacturer's instructions, to tops of fill and foundation walls <u>Concrete</u>	33	sm		
C	50mm thick mass concrete class Q (1:3:6) to bottoms of foundations <u>Insitu concrete; reinforced; class 20 / (20mm); vibrated</u>	16	sm		
D	Foundations in trenches irrespective of thickness	3	cm		
E	150mm thick bed <u>Reinforcement</u> <u>Bars; high yield steel; cold worked to B.S. 4461 including bends, hooks, tying wire and distance blocks</u>	33	sm		
F	10mm bars	58	kg		
G	8mm bars <u>Sawn formwork to insitu concrete as described:-</u>	43	kg		
H	To sides; vertical or battering of strip foundations.	11	sm		
J	Soffits of suspended pit latrine slab (<i>formwork left in place</i>)	6	sm		
K	Edges of ground floor slab; 75 to 150mm wide	26	lm		
	<i>Carried to collection</i>				

	<u>Walling</u>				
A	200mm thick approved local natural stone; roughly squared to foundation walling; bedding and jointing in cement sand (1:3) mortar	34	sm		
B	Ditto in pit lining	75	sm		
	<u>Damp proofing</u>				
C	Polythene; 1000 gauge, 150mm laps (no allowance made to laps), horizontal; 1 no. layer laid on murram blinding	33	sm		
D	200mm wide; B.S. 743 Type A bitumen hessian base 150 mm laps (no allowance made for laps); horizontal, 1 no. layer, bedded in cement sand (1:3) mortar	40	lm		
	<u>Insitu finishings</u>				
E	14mm thick 2 No. coatwork cement sand (1:3) render; wood floated to concrete or blockwork base to walls; external	12	sm		
	<u>Prepare and apply three coats black bituminous paint on:-</u>				
F	Rendered plinths, externally.	12	sm		
	<u>Paving Slabs.</u>				
G	600 x 600 x 50 mm Precast concrete class 20/20 paving slabs, laid to falls on blinded hardcore surface and jointed in cement and sand (1:3) mortar to sides of building	15	sm		
	<i>Carried to collection</i>				
	<u>COLLECTION</u>				
	From page 65				
	From page 66				
	From above				
	SUBSTRUCTURES CARRIED TO SUMMARY				

A	<u>ELEMENT NO. 2</u> <u>RING BEAM</u> <u>Insitu concrete; reinforced; class 20 / (20mm); vibrated</u> Beams <u>Reinforcement</u> <u>Bars; high yield steel; cold worked to B.S. 4461 including bends, hooks, tying wire and distance blocks</u>	2	cm		
B	10mm diameter bars	98	kg		
C	8mm diameter bars	70	kg		
D	<u>Sawn formwork to insitu concrete as described:-</u> To sides and soffits of beams	24	sm		
TOTAL FOR FRAME CARRIED TO SUMMARY					

	<p><u>ELEMENT NO. 3</u></p> <p><u>WALLING</u></p> <p><u>Precast concrete grade 20(12mm aggregate) including formwork, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in cement and sand (1:3) mortar</u></p> <p>A 250x50mm weathered and throated pre cast concrete coping stones bedded and jointed to walls in cement sand (1:3) mortar</p> <p><u>NATURAL STONE WALLING</u></p> <p>B 200 mm thick approved local; machine cut; bedding, jointing and pointing in cement sand (1:3) mortar</p> <p>C 100 mm diameter chs tube support complete 150x50mm timber railing and bottom fixed on coping(m/s)</p>	6	lm		
		89	sm		
		7	lm		
	TOTAL FOR WALLING CARRIED TO SUMMARY				

	<p><u>ELEMENT NO.4</u></p> <p><u>ROOFING</u></p> <p><u>Galvanized corrugated Sheet roofing; 28 gauge;Pre-painted</u></p> <p>A Roof covering not exceeding 45⁰ from horizontal;fixing to timber structure (m/s) with roofing nails and neoprene washers J bolts nuts neoprene washers and caps.</p> <p><u>ROOF CONSTRUCTION</u></p> <p><u>The following in primed rhs members</u></p> <p>B 38x25mm steel tubes trusses</p> <p>C 38x38mm steel purlins</p> <p>D Ditto wall plate</p> <p><u>Wrot cypress, prime grade</u></p> <p>E 200 x 25mm thick fascia board</p> <p><u>PLUMBING AND DRAINAGE</u></p> <p><u>Rain water goods</u></p> <p><u>Heavy duty upvc gutters and down pipe as classic or equal and approved</u></p> <p>F 175 x 100mm box gutter including soldered joints in the running length fixed to fascia board with and including brackets at approved centers</p> <p>G Extra; for blocked ends with 75mm dia.outlet 100mm long</p> <p>H 75x75mm rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall</p> <p>J <u>Extra; swanneck bend with 1135mm projection</u></p> <p>K Extra; horse shoe bend</p>	58	sm		
		58	lm		
		70	lm		
		19	lm		
		21	lm		
		21	lm		
		2	No		
		5	lm		
		2	No		
	<i>Carried to Collection</i>				

	<u>Painting and Decorations</u> <u>On Woodwork</u> <u>Prepare and apply one undercoat and two coats of 'CROWN SOLO' or other equal and approved super gloss oil paint to:-</u>				
A	Fascias; 200 to 300mm girth; external	21	1m		
	<i>Carried to Collection</i>				
	<u>COLLECTION</u> From page 70 From above				
	ROOFING CARRIED TO SUMMARY				

	<p><u>Iron mongery</u></p> <p><u>Supply and fix the following to UNION catalogue or other equal and approved</u></p> <p><i>To softwood, hardwood or the like fixing with screws</i></p> <p>A 150mm long Aluminium barrel bolt</p> <p>B 100mm steel butt hinges</p> <p>C Rubber door stop complete with 38 mm rawl bolt</p> <p><u>Painting and Decorations</u></p> <p><u>Aluminium primer or other equal and approved wood primer before fixing: -</u></p> <p>D Backs of frame, board, etc over 100mm but not exceeding 200mm girth</p> <p><u>Knot, prime & stop; prepare and apply one undercoat and three coats of gloss oil paint to Crown Solo or other equal and approved to: -</u></p> <p>E General surfaces of match-boarded doors; over 300mm girth internal</p> <p>F Timber Frames; over 100mm but not exceeding 200mm girth</p> <p>G Timber Frames; not exceeding 100mm girth</p>	6 10.5 6 31 24 30 62	No. prs No. lm sm lm lm		
	<i>Carried to Collection</i>				
	<p><u>COLLECTION</u></p> <p>From page 72</p> <p>From above</p>				
	OPENINGS CARRIED TO SUMMARY				

	<p><u>ELEMENT NO.6</u></p> <p><u>FINISHES</u></p> <p><u>Wall finishes</u></p> <p><u>Plaster; 18mm thick 2 No. coatwork, 9mm first coat of cement sand (1:6); 3mm second coat of cement and lime putty (1:10); steel trowelled to concrete or blockwork base generally to: -</u></p> <p>A Walls and beams; internal and external 135 sm</p> <p>B Extra over horizontal pointing in 10mm thick rod in cement and sand (1:3) mortar to external wall 62 sm</p> <p><u>Tile, Slab or Block Finishings</u></p> <p><u>Approved ceramic tiles; local; coloured glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with matching cement</u></p> <p>C 6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal 77 sm</p> <p>D Plastic edging 51 lm</p> <p><u>Render; cement and sand (1:3)</u></p> <p>E 14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal 77 sm</p> <p><u>Painting and decorations</u></p> <p><u>Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -</u></p> <p>F Plastered walls and beams 135 sm</p>			
	Carried to collection			

	<p><u>Floor finishes</u></p> <p><u>Tile, Slab or Block Finishings</u></p> <p><u>Approved ceramic tiles; local; non slip floor tiles to regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u></p>				
A	<p>8mm thick; butt joints straight both ways; to cement sand base (m/s); to floors level; internal</p> <p><u>Beds and backings</u></p>	25	sm		
B	<p>32 mm thick one coat backings; wood floated to receive ceramic tiles (m/s); to floors level; internal</p>	25	sm		
	<i>Carried to collection</i>				
	<p><u>COLLECTION</u></p> <p>From page 74</p> <p>From above</p>				
	FINISHES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY		
A	Allow for keeping excavations free of water and mud by pumping, bailing or other approved means <u>DISPOSAL</u> Excavated materials	Item	1		
B	Return, fill and ram	m3	2		
C	Load, wheel and deposit on site as directed <u>FILLING</u> Hardcore ; making up levels	m3	3		
D	300mm Thick, depositing and compacting in layers 125mm thick Murram Blinding surfaces of hardcore	m3	1		
E	50mm Thick <u>ANTI-TERMITE TREATMENT</u> Applying "Premise 200CC" or other approved insecticide with ten-year guarantee as per manufacturer's written instructions	m2	3		
F	To murram surfaces and tops of foundation walls <u>CONCRETE WORKS</u> In situ concrete ; plain Normal ; mass concrete 1:4:8 Blinding	m2	5		
	<i>Carried to collection</i>				

ITEM	DESCRIPTION	UNIT	QTY		
A	50mm Thick Insitu concrete ; Reinforced Normal ; Concrete 1:2:4 ; Vibrated Foundation in trenches	m2	5		
B	Irrespective of thickness Beds	m3	1		
C	150mm Surface bed <u>REINFORCEMENT</u> Bars ; m.s ; high yield ; cold worked ; B.S. 4461 ; including bends, hooks, tying wire, distance blocks and spacers In any location	m2	5		
D	10mm Diameter	kg	18		
E	8mm Diameter Fabric B.S 4483 Reference A142 ; 200 x 200mm ; wgt 2.22Kgs/m2 (measured net no allowance made for laps) ; including bends, tying wire and distance blocks	kg	18		
F	In any location <u>FORMWORK</u> Edges of slab ; curve 1500mm radius	m2	5		
G	75 - 150mm Wide Sides	m	8		
	<i>Carried to collection</i>				

ITEM	DESCRIPTION	UNIT	QTY		
A	Strip footing <u>WALLING</u> Natural Stonework Approved local stone ; roughly squared ; bedding and in jointing cement sand mortar (1:3) Walls	m2	3		
B	200mm Thick <u>D.P.M</u> Polythene ; 1000G ; 150mm laps (measured nett - allow for laps) Horizontal ; 1NO of layer	m2	10		
C	Over 300mm wide <u>PLINTH</u> Render 25mm Thick ; 1NO coatwork to concrete base or masonry surface	m2	5		
D	Concrete or masonry walling Three coats ; black bituminous paint to	m2	3		
E	Rendered surfaces <u>FLOOR FINISH</u> Bedding screed ; cement and sand (1:3) ; 32mm Thick ; 1NO coatbed ; steel trowelled ; smooth to concrete base (m/s) ; generally to	m2	3		
F	Floors ; level ; internal	m2	5		
	<i>Carried to collection</i>				

ITEM	DESCRIPTION	UNIT	QTY		
	<u>COLLECTION</u> From page 77 From page 78 From page 79 From page 80				
	TOTAL CARRIED TO SUMMARY				
ITEM	DESCRIPTION	UNIT	QTY		
A	<u>WATERTANK AND GUTTERING</u> Supply and install 10000 litre plastic water tank complete with all necessary fittings/connections to inlet pipes placed on concrete base (m/s) as per detail	1	no		
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY		
A B	<u>SUMMARY</u>				
	WATER TANK WORKS FROM PAGE 81				
	WATER TANK FROM PAGE 81				
	TOTAL FOR WATER TANK BASE CARRIED TO GRAND SUMMARY				

**PROPOSED WARD OFFICES ABLUTION BLOCK - ELECTRICAL INSTALLATION
WORKS**

DESCRIPTION	QTY	UNIT	RAT E	AMOU
SUPPLY, INSTALLTEST AND COMMISSION THE FOLLOWING;				
2-way 100amps SP/N consumer unit mounted on wall as ABB/approved equivalent	1	NO		
Single pole miniature circuit breakers to fit the above consumer unit as follows.				
a) 6 amps, SP	2	NO		
Standard cable loop-in box gauge 18 swg	2	NO		
SUB-MAINS CIRCUIT				
a) 3 x 6.0 mm ² p.v.cs.c cu cables (E.A) drawn in 38 mm dia p.v.c H.G conduits	12	L.M		
Single tariff lockable meter box	0	0		
60/80Amps double pole cut-out as Henry's/approved equivalent C/W HRC FUSES	2	NO		
e) Electrical earth system comprising 10.0mm ² sc-p.v.c cu cables drawn inside hg conduits, 1800mm x 15mm copper electrode c/w clamp and pre-cast concrete inspection pit with cover.	1	NO		
LIGHTING POINTS				
Lighting point wired in 3 x 1.5 mm ² p.v.c SC CU cables (E.A) drawn in 20 mm P.V.C H.G conduits	14	NO		
SWITCHES				
10 Amps moulded plate switches as MK / approved equivalent				
(a) 1 gang 1 way	8	NO		
(b) 2 gang 2 way	0	0		
c) Two gang one way	1	NO		
(a) 1 gang 2way	0	0		
CARRIED TO COLLECTION PAGE				

LIGHTING FITTINGS				
Lighting fittings C/W lamps and all other necessary accessories				
a) 50 watts,LED floodlight with input voltage 85vac-285vac as philips/nikkon/ approved equivalent	3	NO		
(b) 1200 mm, 1 x 36 watts batten fluorescent fittings of slim cross section with clip-on plate cover and adjustable end cap system as Thorn / approved equivalent.	2	NO		
c) 1200 mm, 2 x 36 watts batten fluorescent fittings of slim cross section with clip-on plate cover and adjustable end cap system as Thorn / approved equivalent.	0	0		
d) ball fitting screw type as thorn/approved equivalent	7	NO		
UNDERGROUND CABLE				
6mm2 600/1000v/SWA underground cable(E.A) 2 core copper	15	L.M		
Hatari tiles	10	L.M		
Treanching, backfilling & cable laying at least 750mm deep	10	L.m		
CARRIED TO COLLECTION PAGE				

COLLECTION PAGE	KSHS
CARRIED FROM COLLECTION PAGE 83	
CARRIED FROM above	
CARRIED TO GRAND SUMMARY	

GRAND SUMMARY			
ITEM	DESCRIPTION	TENDERERS AMOUNT	OFFICIAL USE
1	Particular preliminaries from page 33		
2	General preliminaries from page 43		
3	Ablution block works from page 76		
4	Water tank base from page 82		
5	Electrical works from page 84		
5	Contingency		
	SUB TOTAL		
	ADD 14% VAT		
	SUB TOTAL FOR I NO SITE		
	X 14 NO SITES		
	TOTAL CARRIED TO FORM OF TENDER		
Amount of tender in words: Kenya Shilings.....			
.....			
Tenderer's signature and stamp.....			
Address.....			
.....			
Date.....			
Witness: Name and signature.....			
Description.....			
Address.....			

